

REMARKS

Claims 1-34 are pending in the present application. Claims 8 and 27 have been amended. No new matter has been entered. Claims 10-11 have been canceled without prejudice or disclaimer of the subject matter therein. Applicant respectfully requests reconsideration of the subject application. This Amendment is submitted in response to the Office Action dated March 28, 2008.

I. STATUS OF THE CLAIMS

In the Office Action, Claims 1-34 are rejected under 35 U.S.C. § 103(a) (hereinafter, "Section 103(a)") as being unpatentable over Friedland et al. (U.S. Pat. No. 6,449,601, hereinafter, "Friedland") in view of Kivimaki et al. (WO 00/22906, hereinafter, "Kivimaki") and Lumme et al. (U.S. Pat. No. 6,587,693, hereinafter, "Lumme") and newly cited Soong (U.S. Pat. No. 6,769,067, hereinafter, "Soong").

Applicant respectfully traverses all rejections and requests reconsideration for all of the pending claims in light of the amendments and for at least the reasons discussed below.

Rejection under Section 103(a)

As previously clarified, claims 1, 15, 22 and 30 recite in part

"sending short message protocol messages to a buyer's SMS messaging-capable wireless device concerning offers or bids made by that buyer in relation to a product or service... with the unique identification number of the product or service included in the only 'Sender' field of each short message protocol message to the buyer ... said unique identification number automatically inserted in the 'Recipient' field as a result of the buyer selecting a 'reply' option, determining the product or

service by extracting and recognizing the unique identification number of the product or service from the only 'Recipient' field of received short message protocol messages from the buyer, identify the buyer by extracting and recognizing the unique identifier of the SMS wireless device from the only 'Sender' field of each message from the buyer, ...”

Accordingly, there is both a unique identification number (UIN) which identifies the product or service and there is also a unique identifier (UI) of the SMS wireless device.

In addition, claim 8 has been amended to reflect an embodiment of the invention in which “communicating the password to said prospective buyer or seller performed over a computer network to a computer...the confirmation is received as a result of the buyer or seller selecting a ‘reply’ option, entering the communicated password into the reply SMS message and said concatenated number is automatically inserted in the ‘Recipient’ field of a message”. Similarly, claim 27 has been amended to recite “said password is communicated to said prospective buyer or seller registering through a computer via a computer network...”, said confirmation of said password is received...“as a result of the buyer or seller selecting a ‘reply’ option, entering the communicated password into the reply SMS message, and said concatenated number is automatically inserted in the ‘Recipient’ field of a message”.

Support for the amendments to claims 8 and 27 are found in the specification, for example, the embodiment described in par. [0108], in which “the auction server 10 dispatches a message to the user’s mobile phone 22 containing a message that instructs that user to enter the temporary password displayed on the HTML page appearing on his computer 16.”

Applicant respectfully submits that the claims are novel and nonobvious over Friedland in view of Kivimaki, in view of Lumme and in further view of Soong. The cited

references in combination do not teach or suggest all the elements of amended claims 1, 8, 15, 22, 27 and 30.

Applicant respectfully requests that the remarks previously submitted in the response dated February 20, 2008, be addressed in regard to Friedland and the remaining references. The remarks have been reiterated below along with additional remarks which are believed to overcome the new rejections using the newly cited Soong reference.

Contrary to the Office Action's statement on page 3-4 of the Office Action, Friedland does not teach that the unique identification number (UIN) of the product or service is "included in *the only* 'Sender' field" of the message to the buyer; neither does Friedland show "extracting and recognizing the UIN... from the only 'Recipient' field of received... messages from the buyer". The claim has been misinterpreted to recite that the UIN may be in ANY 'Sender' or 'Recipient' field. However, this is NOT what claims 1, 15, 22, 30 recite. In an SMS message, there is the one field designated as the sender field and the one field designated as the recipient field. It is thereby *the only* Sender and *the only* Recipient field of the message. The Office Action, on the other hand has stated "only a" sender field and "only a" recipient field which is not what the claims recite and which mischaracterizes the claim meaning such that there can be a number of sender or recipient fields. Accordingly, Friedland has not been shown to teach or suggest the required limitations of the claims and Applicant respectfully notes the following:

- 1) Friedland does NOT teach the UIN to be in the only 'Sender' field of a message to a buyer, nor in the only 'Recipient' field in a received message from the buyer.**

Although Friedland discusses a "lot ID field that contains a unique identifier", the

Action does not demonstrate that the identifier is “included in the only ‘Sender’ field” of the message to the buyer, nor is it demonstrated that the identifier is extracted and recognized “from the only ‘Recipient’ field” of received messages from the buyer. The Office Action, on page 4, points to “lower level protocol headers” without explanation. Is the Office Action stating the claimed ‘Sender’ field and ‘Recipient’ field are the same as the “lower level protocol headers”? It is clearly stated in Friedland in col. 14, line 51-64, that the “lot ID field” is NOT located in the “lower level protocol headers”, rather, the “lot ID field” is located in “the fields in both the status message and the bid message *following the low-level protocol information fields*”. Therefore, Friedland’s “lot ID field” is located at a “DLA level” in the fields following the low-level protocol information fields. This is a clear distinction between the claims and Friedland, in that the “UIN” of the claims is located in the only ‘Sender’ field and the only ‘Recipient’ field. Therefore, there is no teaching or suggestion that a “UIN” is located in the only ‘Sender’ field in messages to the buyer, nor extracted from the only ‘Recipient’ field in received messages from the buyer, since the ‘lot ID’ the Office Action points to is in the fields following the low-level protocol information fields in Friedland. Moreover, Friedland makes no distinction between a ‘sender’ or ‘recipient’ field but merely describes a distinct ‘lot ID field’ in a status message, which is a field following the low-level protocol information fields. Accordingly, there is no teaching or suggestion of ALL the claimed limitations of Applicant’s claims.

- 2) Friedland does NOT teach that the UIN is automatically inserted in the ‘Recipient’ field as a result of the buyer selecting the ‘reply’ option.**

As mentioned, claims 1, 15, 22, and 30 have been further amended to clarify that the UIN is “automatically inserted in the ‘Recipient’ field as a result of the buyer selecting the ‘reply’ option”. Friedland nowhere shows this claimed limitation and only discusses that a “lot ID field that contains a unique identifier for the lot” is located in a status message or bid message. There is no teaching or suggestion of “the buyer selecting a ‘reply’ option” and the “UIN automatically inserted in *the* ‘Recipient’ field”. As such, Friedland does not teach all the limitations found in claims 1, 15, 22 and 30.

Email auto-reply and Post office Receipt

On page 5, of the Office Action, email auto-reply where the system automatically sends message to sender when a person is out of office and post office return receipt has been cited as well known. Applicant respectfully points out that in all the claims the buyer or seller “selects a ‘reply’ option”. In addition, the buyer is claimed to send a reply message with “trading instructions”, whether it be a higher bid or other trading instructions or specifically for claims 8 and 27, “entering the communicated password into the reply SMS message”. Selecting a ‘reply’ option upon receiving a message is in no manner taught by an auto-reply rule set in an email system or by a blanket return receipt rule system where the recipient makes no determinative step of “selecting a ‘reply’ option”. In fact, the auto-reply protocol assumes the recipient is NOT there and therefore cannot affirmatively reply at all, let alone send any instructions. Email auto-reply or post office receipt provides none of the limitations of the claims and provides no motivation in combination with the references. In fact, to combine it with any of the references would not allow for a buyer or seller to possibly

participate in a trading and auction system. Accordingly, the claims are believed patentable over email auto-reply and post office return receipt.

Kivimaki

Neither does Kivimaki provide for the deficiencies found in Friedland. Although Kivimaki describes using SMS of a mobile communications system between the user and the auction system, Kivimaki again does not provide for the claimed elements of “the unique identification number of the product or service” (hereinafter “UIN”) is “included in *the only* ‘Sender’ field of each short message protocol message to the buyer”; “extracting and recognizing the UIN of the product or service from *the only* ‘Recipient’ field of received short message protocol messages from the buyer”, “identifying the buyer by extracting and recognizing the unique identifier of the SMS wireless device from *the only* ‘Sender’ field of each message form the buyer”.

Applicant respectfully argues that the Office Action is misconstruing claims 8 and 27 which recite that the “concatenated number” is placed “in the only ‘Sender’ field”. As previously discussed, there is a single ‘Sender’ field and single ‘Recipient’ field in SMS messages. It is “the only ‘Sender’ field” which is claimed and not simply a “third identifier field”, which is what Kivimaki teaches. As shown on page 10, Kivimaki only describes a short message sent with a number of fields separated by separating characters and does not teach the specific required element of “the only ‘Sender’ field” recited in claims 8 and 27. Applicant respectfully requests Examiner to point out where Kivimaki teaches that the “third identifier field” is “the only ‘Sender’ field”. Neither does Kivimaki teach that the SMS

wireless device unique identifier of the buyer would be in the only 'Sender' field in the same message from the buyer.

Moreover, amended claims 8 and 27 are further novel and patentable over Friedland and Kivimaki for the additional limitations in that confirmation of said password is received "as a result of the buyer or seller selecting a 'reply' option, entering the communicated password into the reply SMS message, and said concatenated number is automatically inserted in the 'Recipient' field of a message". Since Kivimaki fails to teach or suggest such limitations, claims 8 and 27 are believed allowable over Friedland and Kivimaki.

Lumme

With regard to Lumme, there is again no teaching of all the required elements of amended claims 1, 8, 15, 22, 27 and 30 as recited and discussed above. Lumme at most discusses SMS enabled devices, sending and receiving SMS messages, and creating addresses between the short message function of a mobile communication system and the Internet. However, Lumme fails to teach or suggest the required limitations of the claims, in particular Lumme fails to teach providing the "UIN...included in the only 'Sender' field of each...message to the buyer", "receiving ...messages... wherein said unique identification number automatically inserted in the 'Recipient' field as a result of the buyer selecting a 'reply' option"; and "determining the product or service by extracting and recognizing the UIN... from the only 'Recipient' field of received...messages from the buyer". Neither does Lumme teach or suggest a confirmation of a password "as a result of the buyer or seller selecting a 'reply' option, entering the communicated password into the reply SMS message, and said concatenated number is automatically inserted in the 'Recipient' field of a message".

Soong

With respect to Soong, Applicant respectfully asserts that the Office Action on page 8, again misinterprets Applicant's claims. As mentioned, there is a UIN of a product or service for sale which is distinct from a unique identifier of a SMS messaging-capable wireless device in the possession of a prospective buyer or seller. In claims 1, 15, 22 and 30 it is this "said unique identification number automatically inserted in the 'Recipient' field as a result of the buyer selecting a 'reply' option..." Soong teaches on the other hand, that it is well known that the email address of a sender can be automatically inserted in the "to" field upon selecting a reply icon. (Soong, col. 6, lines 42-59). However, Soong does not show a UIN of a product or service automatically inserted in the 'Recipient' field, but only describes an "email address" which only identifies a sender. The email address in Soong is not the same as identifying the "product or service for sale of auction". Soong is silent on this and only shows an "email address" which identifies the sender/recipient and therefore fails to teach the required limitations of Applicant's claims.

Neither does Soong provide for the other deficiencies described with regard to Friedland, Kivimaki and Lumme. For example, Soong fails to provide for the claimed limitations of "determining the product or service by extracting and recognizing the unique identification number of the product or service from the only 'Recipient' field of messages from the buyer..."

As provided in all the cited references, it is not obvious to include the unique identification number of the product or service in *the* 'sender' field or *the* 'recipient' field of a short message protocol message, but rather to separate a product identifier elsewhere as shown in Friedland.

Accordingly, for at least the above reasons, it is respectfully submitted that claims 1, 8, 15, 22, 27 and 30 and their dependent claims are novel and nonobvious over Friedland in combination with Kivimaki, Lumme and Soong. The dependent claims are novel and nonobvious also for the additional elements they each recite.

Accordingly, Applicant respectfully requests withdrawal of the rejection of claim 1-34 under Section 103(a).

If, for any reason, the Examiner believes that the claims of this application are not yet in full condition for allowance, applicant respectfully requests his constructive assistance and suggestions pursuant to the spirit of MPEP § 2173.02 and § 707.07(j). The Examiner is authorized to make any needed minor corrections or changes.


II. CONCLUSION

The above-discussed remarks are believed to place the present Application in condition for allowance. Should the Examiner have any questions regarding the above amendments, the Examiner is requested to telephone Applicant's representative at the number listed below.

Respectfully submitted,

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